

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

GD DEAL HOLDINGS, LLC)	
)	
Plaintiff)	Civil Action No. 08-CV-1722
)	
v.)	
)	Judge Elanie E. Bucklo
SURINDER MULTANI, et al)	
)	
Defendants)	

PLAINTIFF'S REQUEST FOR PRODUCTION OF DOCUMENTS
PROPOUNDED ON CITIBANK

Comes now the Plaintiff, GD Deal Holdings, LLC ("GD Deal Holdings"), by and through counsel, and propounds the following Requests for Production of Documents to the Defendant Citibank pursuant to the provisions of FED. R. CIV. P. 33, 34 and 69(a)(2). These Requests for Production of Documents are to be deemed continuing. If additional information within the scope of a Request for Production of Document becomes available to Citibank after Citibank serves responses upon GD Deal Holdings, Citibank is requested to promptly furnish such additional information to GD Deal Holdings by way of supplemental responses.

DEFINITIONS

As used herein, the following terms shall have the meaning indicated unless the context is clearly to the contrary.

1. "You" or "Defendant" means Citibank and anyone acting on its behalf.
2. "GD Deal Holdings" means GD Deal Holdings, LLC.
3. "Multani" means Surinder Multani and anyone acting on his behalf.
4. "Person" means any individual, proprietorship, partnership, corporation, trust, association, joint venture, or other entity.

5. "Document" shall mean the original and every non-identical copy (whether different from the original because of handwritten notes or underlining or check marks on the copy or otherwise) of every paper or other record, regardless of origin or location, whether sent or received or made or used internally, in whatever form, that either (1) is currently or was formerly in the possession, custody, or control of the Defendant, (2) was prepared by or for the Defendant, or (3) representatives of the Defendant have seen or otherwise believe to exist. The word "document" as used herein is defined as handwritten, printed, typed, computerized, recorded, programmed, or graphic matter of any kind or nature, however produced or reproduced, including but not limited to memoranda, books, records, reports, summaries, contracts, exhibits to contracts, agreements, pamphlets, notices, minutes of meetings, telegrams, notes, notebooks, scrapbooks, diaries, worksheets, transcripts, inter- and intra-office communications, correspondence, tape recordings, telegraphs, telexes, cables, charts, graphs, photographs, microfilm, emails, electronic documents, and all means of data compilations and recordings.

6. The words "and" and "or" mean "and/or" and should be read both ways so as to encompass both constructions and call for answers to be provided to both constructions.

7. "Communication" means any oral formal or informal discussion or other verbal and/or written exchange with a person, whether face-to-face or over the telephone, and whether or not others participated in the communication; any formal or informal written communication to or from the person by letter, note, memorandum or otherwise; and any meeting or contact with the person, whether formal or informal and whether for business or social reasons.

8. "Identify," when used with respect to a natural person, means that you are required to provide the following for each and every person identified: the person's full name;

current home address; current telephone number; current job title; current employer; and the employer's current address and telephone number.

9. "Identify," when used with respect to a legal entity, means that you are required to provide the following for each and every entity identified: the name of the entity and the current address and telephone number of the entity.

10. "Identify," when used with respect to a document, means that you are required to provide the following for each and every document identified: the exact name of the document and/or the name by which it is referred; the date of the document; and all serial or other identifying marks and/or numbers thereon; the general subject matter of the document; each person who wrote, signed, initialed, dictated and/or otherwise participated in the creation of the document; each addressee of the document and/or any copy thereof; each person having custody or control of the document and/or any copy thereof; the usual and/or present location of the document and/or any copy thereof; the native format of any electronic document; and a statement of whether you will voluntarily produce the document for inspection and copying. Note: if the document was at one time but is no longer in your possession, custody, or control, you are required to state when the document was last in your possession, custody, or control; to identify the custodian of the document at that time; to identify the document's current location and the location of any copies thereof; and to state why the document is no longer in your possession, custody, or control.

11. "Identify" when used with respect to communication(s), means that you are required to provide the following for each and every communication identified: the date of the communication; the location at which the communication took place and the means or medium by which the communication occurred (e.g., face-to-face communication, telephone,

correspondence); each person participating in, present at and/or having knowledge of the existence and/or content of the communication; the general subject matter of the communication; and any document referred to in the communication, any document created as a result of the communication, and/or any document recording or referring to the communication.

REQUEST FOR PRODUCTION OF DOCUMENTS

1) Please produce any and all loan documents and loan files, including notes; mortgages; security agreements; any other collateral documents; loan agreements; financial statements; loan applications, for any and all loans made by Citibank which currently have an outstanding balance, or which may have been paid in full since January 1, 2005, on which any of the following were borrowers, co-borrowers, guarantors, surety or accommodation:

- a. Surinder Multani
- b. Abbe Properties, LLC
- c. Sapphire Supply, LLC
- d. JGG Investments, LLC
- e. Abbe Capital and Leasing, LLC
- f. Abbe Managemetn Group, LLC
- g. Babajips, LLC
- h. Capital Access & Investments, LLC
- i. Petrozone Petroleum II, Inc.
- j. G & S Portgage, Inc.
- k. Safanpreet Multani
- l. Surinder Multani, in his capacity as Trustee for Gurpriya Kaur Multani Irrevocable Trust, Gurpap Singh Multani Irrevocable Trust, and Japvi Singh Multani Irrevocable Trust.

2. Please produce any and all documents which evidence payments made on the loan as between Citibank and Surinder Multani secured by the real estate located at 24 Bright Ridge Road, Schaumburg, Illinois, and which would show the source of payments.

3. Please produce any and all documents which evidence payments made on any other loan by Citibank which Surinder Multani is a borrower or co-borrower, guarantor, surety or accommodation party, as well as any documents which would show the source of said payments.

This the 21st day of July, 2008.

THOMAS F. FLAKENBERG
MICHAEL MCCANN
WILLIAMS MONTGOMERY & JOHN LTD
20 North Wacker Drive, Suite 2100
Chicago, IL 60606-3094
Telephone: (312) 443-3851

HARNED, BACHERT & DENTON, LLP
324 East Tenth Avenue
Post Office Box 1270
Bowling Green, Kentucky 42102-1270
Telephone: (270) 782-3938
Facsimile: (270) 781-4737

/s/Scott A. Bachert
SCOTT A. BACHERT

Certificate of Service:

This will certify that a true and exact copy of the foregoing document was placed in the U.S. Mail, postage prepaid, this the 21st day of July 2008, addressed to the following:

Diane R. Sabol
Nicole J. Highland
Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606-4637
Attorney for Citibank

Robert Thomas Kuehl
Weltman, Weinberg & Reis Co. LPA
180 North LaSalle Street
Suite 2400
Chicago, IL 60601
Attorney for Fifth Third Bank

James O. Stola
3701 West Fullerton Avenue
Chicago, IL 60647
Attorney for Surinder Multani

Leroy Simms
6061 Savoy Drive
Houston, TX 71352
Attorney for Petrozone Petroleum II, Inc.

/s/Scott A. Bachert

SCOTT A. BACHERT